

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **JUVENILE DELINQUENCY PREVENTION PROGRAM-II**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **NOVEMBER 20, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

DB/ag mm  
Attach

Copy to: Clerk of the Board  
Curt McConnell, Juvenile Probation  
Joyce Costanzo, Juvenile Probation  
Hellen Carter, Juvenile Probation  
Oly Cowles, Juvenile Probation  
Les Boyce, Risk Management  
Monica Mendoza, Materials Management

~~(Please remove Serial 00056-RFP from your contract notebooks)~~

**JUVENILE DELINQUENCY PREVENTION PROGRAM II****1.0 INTENT:**

The intent of this solicitation is to identify additional providers who will utilize funding to support crime prevention programs in Maricopa County. These programs should work to reduce juvenile delinquency and referrals to Juvenile Court, compared with 1999 base statistics. The program must meet the criteria as contained in the bid specification. The award of this RFP is in addition to 00056-RFP Juvenile Delinquency Prevention Program and has no effect on that contract whatsoever. The Judicial Branch Unit reserves the right to award this contract to multiple vendors.

**2.0 SCOPE OF WORK:****2.1 QUALIFICATIONS**

- 2.1.1 Program providers must be local nonprofit organizations, schools or neighborhood groups whose proposed program is in one of the following zip codes: 85033, 85301, 85040, 85009, 85035, 85224, 85008, 85204, 85006, 85201, 85032, 85015, 85041, 85031, 85225, 85283, 85017, 85203, 85023, and 85345.
- 2.1.2 Program providers must be a collaboration of two or more local groups of nonprofit organizations, schools and/or neighborhood groups. Providers must supply evidence or explanation of the collaboration in their application. **Program providers must include letters of agreement to verify the required collaboration.**
- 2.1.3 Recipients of the grant must be the program providers of the grant, and not brokers of services.

**2.2 SERVICES**

Each applicant shall provide a proposal for services that includes methods to:

- 2.2.1 Identify causes of juvenile crime in the selected zip code(s) and ways to positively impact those factors. Program providers must submit an initial assessment.
- 2.2.2 Reduce referrals to the Juvenile Court Center from one or more of the following zip codes: 85033, 85301, 85040, 85009, 85035, 85224, 85008, 85204, 85006, 85201, 85032, 85015, 85041, 85031, 85225, 85283, 85017, 85203, 85023, and 85345.
- 2.2.3 Program providers must report the results of their program. This evaluation will be required as part of the last evaluation for the program. Juvenile Court Center will provide an evaluation form for the program provider to fill out. Information to be reported will include statistics regarding impact on referrals to Juvenile Court, statistics regarding impact on juvenile crime in the area, any social impacts and anecdotal stories regarding the program.

**3.0 SPECIAL TERMS & CONDITIONS:**

- 3.1 These funds shall not be used to reduce the financial obligation of providers. Funds shall be spent only as provided for in the application.
- 3.2 Providers should submit bids in the range of \$5,000-\$25,000 that are built upon the foundation of current programs or are an expansion with other sources of funding. Additionally, preference will be given to programs showing success or promise in research. However, exceptions in funding amounts and types of programs may be made based upon program innovation, number of zip codes impacted and how many groups collaborate.
- 3.3 Juvenile Court Center is interested in funding programs that have been supported by research. That means evaluations affirm their impact on crime and delinquency. While we will not automatically eliminate other programs, preference will be given to those with evaluations showing they have some positive effect. Examples of promising programs are those that: 1) have community support; 2) reduce gang cohesion; 3) group students into smaller groups; 4) modify behavior; 5) teach thinking skills to high-risk students; 6) intervene to change decision-making processes in schools; 7) improve classroom management; 8) include family counseling; and 9) prevent truancy. Programs not currently supported in research include 1) "scaring straight" efforts, 2) some education programs (such as "Just Say No" campaign against drug abuse); 3) some recreation programs (those that do not reduce gang cohesion); and 4) vocational education. In addition, little is known about the effects of school-to-work programs and targeted wage subsidies.
- 3.4 Juvenile Court Center understands that for community delinquency prevention programs to be effective, the neighborhoods must own the problems and be part of the solutions. Therefore, providers will be solely responsible for the program.

- 3.5 Providers are to supply space for programming in community settings outside of Maricopa County Juvenile Court Center buildings. Providers must relate to Juvenile Court the physical address of the program.
- 3.6 Providers are to prepare, update and report accounting and evaluation information for each program offered. The accounting schedule will correlate with the award payment schedule. After the award date, an accounting will be due every three months, with the last accounting to include a full evaluation of the program and its impacts. Providers will receive 50% of the award within three weeks of the award date. The remainder of the award will be given after the first accounting is provided to Juvenile Court, due approximately three months after the initial award date. A second accounting is due six months after the initial award date.
- 3.7 The following dates pertain to the first base year, however, the same schedule will be used for subsequent years in the three year base period:
- All awarded money must be spent by June 30, 2001. Any unexpended funds are to be returned to Juvenile Court by July 10, 2001. A final accounting and full evaluation of the program and its impacts are due to Juvenile Court by July 31, 2001. Juvenile Court will provide forms for these accountings and evaluations
- 3.8 Programs funded through the Juvenile Delinquency Prevention Fund should primarily provide crime prevention services for those juveniles who have no other similar programs available to them. This funding is not intended to be used to provide direct treatment services for repeat offenders.
- 3.9 Funds are not meant to supplant existing programs. They may be used to enhance or provide expansion of current programs.
- 3.10 Documentation should include evaluations of either past use of grant monies or past programs.
- 3.11 The question, "How are you going to measure success?" should be answered in your proposal response.
- 3.12 **CONTRACT LENGTH:**
- This Request for Proposals is for awarding a firm fixed price contract to cover a three (3) year base period.
- 3.13 **OPTION TO EXTEND:**
- The Judicial Branch Unit may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Judicial Branch Unit of its intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.14 **INDEMNIFICATION:**
- To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Judicial Branch Unit and the State of Arizona, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.15 INSURANCE REQUIREMENTS:

**General Clauses.** The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona Department of Insurance with policies and forms acceptable to Maricopa County.

**Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees as Additional Insured.

**Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed or goods to be supplied under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Judicial Branch Unit, constitute a material breach of this Contract.

**Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the Judicial Branch Unit, and any insurance or self insurance maintained by the Judicial Branch Unit shall not contribute to it.

**Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the Judicial Branch Unit.

**Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Judicial Branch Unit, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

**Deductible/Retention.** The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the Judicial Branch Unit under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention.

**Copies of Policies.** The Judicial Branch Unit reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The Judicial Branch Unit shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, The Judicial Branch Units' right to insist on strict fulfillment of Contractor's obligations under this Contract.

**Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

**Automobile Liability.** Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Workers' Compensation.** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required by this Contract of the Contractor.

**Professional Liability.** The Contractor retained by the Judicial Branch Unit to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

**3.16 CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, Contractor shall furnish the Judicial Branch Unit with Certificates of Insurance or formal endorsements, as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

**3.17 CANCELLATION AND EXPIRATION NOTICE:**

Insurance evidenced by this Certificate shall not expire, be cancelled, or materially changed without fifteen (15) business days prior written notice to the Judicial Branch Unit. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the Judicial Branch Unit fifteen (15) business days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

**3.18 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The Judicial Branch Unit is not subject to excise tax.

**4.0 CONTRACT TERMS & CONDITIONS:****4.1 LANGUAGE REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted to the Judicial Branch Unit or its designee thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Judicial Branch Unit or its designee, prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

The Judicial Branch Unit reserves the right to terminate the Contract in whole or in part at anytime when in the best interests of the Judicial Branch Unit, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch Unit. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch Unit. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 are incorporated herein and made a part hereof and shall apply to any termination for convenience under this section.

**4.4 DEFAULT:**

The Judicial Branch Unit may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Judicial Branch Unit reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.5 TERMINATION FOR DEFAULT**

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch Unit may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch Unit shall give the Contractor five (5) business days written notice. Upon receipt of such termination notice, the Contractor shall be allowed five (5) business days to cure such deficiencies.

**4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be the Judicial Branch Unit employees, and that no rights of Judicial Branch Unit, civil service, retirement, or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch Unit harmless with respect thereto.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the State of Arizona may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the State of Arizona may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona from any other party to the contract arising as the result of the contract.

**4.8 OFFSET FOR DAMAGES:**

In addition to all other remedies of Law or Equity, the Judicial Branch Unit may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch Unit for damages resulting from breach or deficiencies in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The Judicial Branch Unit reserves the right to add and/or delete non-material obligations to this contract. Should a Contractor's obligation be deleted, payment to the Contractor will be reduced proportionally, to the amount of performance reduced in accordance with the bid price. Should additional obligations be added to this contract, prices for such additions will be negotiated between the Contractor and the Judicial Branch Unit.

**4.10 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Judicial Branch Unit first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract, without the written consent of the Judicial Branch Unit, shall be null and void and shall constitute a breach of this Contract.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the Judicial Branch Unit, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.11 AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

**4.12 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the Judicial Branch Unit, the City of Phoenix and the Judicial Court system.

**4.13 CONTRACT COMPLIANCE MONITORING:**

The Judicial Branch Unit shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Judicial Branch Unit, all records and accounts relating to the work performed or the services provided in this Contract.

**4.14 RETENTION OF RECORDS:**

Pursuant to A.R.S. §35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch Unit at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

The Judicial Branch Unit may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

A Judicial Branch Unit may, at reasonable times and places, audit or cause to be audited the books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

A Judicial Branch Unit is entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

**4.15 ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Judicial Branch Unit for the services not so adequately supported and documented.

**4.16 AUDIT DISALLOWANCES**

If, at any time, it is determined by the Judicial Branch Unit that a cost for which payment has been made is a disallowed cost, the Judicial Branch Unit shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Judicial Branch Unit either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Judicial Branch Unit, forthwith issuing a check payable to Judicial Branch Unit.

**4.17 P.O. CANCELLATION LANGUAGE:**

The Judicial Branch Unit reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch Unit agrees to reimburse the contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The Judicial Branch Unit will not reimburse the Contractor for any costs incurred after receipt of the Judicial Branch Unit notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Judicial Branch Unit, with written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.18 RIGHTS IN DATA**

The Judicial Branch Unit shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.19 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Judicial Branch Unit shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**4.20 SEVERABILITY:**

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.21 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.22 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for all damages whatsoever to the Judicial Branch Unit property as applicable when such property is the responsibility or in the custody of the Contractor, its Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Judicial Branch Unit.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, without regard to where such act or omission occurs. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, without regard to where such act or omission occurs. Contractor shall bear the above stated liability, even in absence of its own negligence, unless the Judicial Branch Unit's actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the Judicial Branch Unit to enforce this provision.

**4.23 FAILURE TO PROVIDE SERVICES:**

The Judicial Branch Unit reserves the right to have the services provided or goods supplied by persons or entities other than the Contractor, if the Contractor is unable to or fails to provide requested services or fails to supply the goods in accordance with the terms of the contract, or otherwise, within the specified time frame.

**4.24 DELIVERY:**

It shall be the Contractor's responsibility to meet the Judicial Branch Unit's delivery requirements, as called for in the Technical Specifications. The Judicial Branch Unit reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.25 PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, Contractor's agree to guarantee that the Judicial Branch Unit is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch Unit shall reserve the right to take any or all of the following actions:

4.25.1 Cancel the Contract, if it is currently in effect.

4.25.2 Determine the amount which the Judicial Branch Unit was overcharged and submit a request for payment from the Contractor for that amount.

4.25.3 Take the necessary steps to collect any performance surety provided on the applicable contract.



**4.26 CHANGES:**

The Judicial Branch Unit may require non-material changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**4.27 EMPLOYEE RESPONSIBILITY**

No responsibility will attach to a Judicial Branch Unit employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

**4.28 COST OR PRICING DATA:**

For purposes of Judicial Procurement Code, Section 7.01, and where applicable and not inconsistent with these rules the provisions of A.R.S. §41-2501 through §41-2591 Chapter 251, Laws of 1984, may be applied.

**4.29 NON-AVAILABILITY OF FUNDS:**

Every payment obligation of the Judicial Branch Unit under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Judicial Branch Unit at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch Unit in the event this provision is exercised and the Judicial Branch shall not be obligated or liable for any future payment or for any damages as a result of termination, under this paragraph.

**4.30 THIRD PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to the Judicial Branch Unit any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by the third parties to the Contractor toward fulfillment of this Contract.

**4.31 APPLICABLE LAW:**

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the procurement rules for the Judicial Branch (Supreme Court of Arizona Administrative Rule 98-10 as amended by Administrative Rule 98-27).

**4.32 ARBITRATION:**

Disputes arising under this Contract shall be resolved in accordance with the procurement rules for the Judicial Branch Unit and are subject to arbitration only to the extent required by A.R.S. §12-1518.

**4.33 STOP WORK ORDER**

4.33.1 The Judicial Branch Unit may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

4.33.2 If a stop work order issued under this section is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**4.34 NON-DISCRIMINATION**

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**CITY OF PHX – POLICE DEPT, 620 W WASHINGTON #422, PHOENIX, AZ 85003**

**S083205/B0601617 NIGP COMMODITY CODE 95295**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**ITEM DESCRIPTION**

**I.G. CONCHOS SCHOOL, ED PASTOR ELEMENTARY AND ROSE LINDA ELEMENTARY**

**6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)**

YEAR 1                      \$ 12,000.00 \_\_\_\_\_

YEAR 2                      \$ 12,000.00 \_\_\_\_\_

YEAR 3                      \$ 12,000.00 \_\_\_\_\_

**6.2 ESTIMATED NUMBER OF CHILDREN SERVED**

YEAR 1                      150 \_\_\_\_\_

YEAR 2                      150 \_\_\_\_\_

YEAR 3                      150 \_\_\_\_\_

**6.3 COST PER CHILD SERVED**

YEAR 1                      \$ 80.00 \_\_\_\_\_

YEAR 2                      \$ 80.00 \_\_\_\_\_

YEAR 3                      \$ 80.00 \_\_\_\_\_

**CITY OF PHX – POLICE DEPT, 620 W WASHINGTON #422, PHOENIX, AZ 85003**

**ITEM DESCRIPTION**

**SOUTHWEST ELEMENTARY, VALLEY VIEW ELEM, J.R. DAVIS SCHOOL AND V.H. LASSEN SCHOOL**

6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)

YEAR 1                      \$ 12,000.00 \_\_\_\_\_

YEAR 2                      \$ 12,000.00 \_\_\_\_\_

YEAR 3                      \$ 12,000.00 \_\_\_\_\_

6.2 ESTIMATED NUMBER OF CHILDREN SERVED

YEAR 1                      \_\_\_\_\_ 150

YEAR 2                      \_\_\_\_\_ 150

YEAR 3                      \_\_\_\_\_ 150

6.3 COST PER CHILD SERVED

YEAR 1                      \$ 80.00 \_\_\_\_\_

YEAR 2                      \$ 80.00 \_\_\_\_\_

YEAR 3                      \$ 80.00 \_\_\_\_\_

**CITY OF PHX – POLICE DEPT, 620 W WASHINGTON #422, PHOENIX, AZ 85003**

**ITEM DESCRIPTION**

**CESAR CHAVEZ HIGH SCHOOL**

6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)

YEAR 1                      \$ 11,997.86 \_\_\_\_\_

YEAR 2                      \$ 11,997.86 \_\_\_\_\_

YEAR 3                      \$ 11,997.86 \_\_\_\_\_

6.2 ESTIMATED NUMBER OF CHILDREN SERVED

YEAR 1                      \_\_\_\_\_ 150 \_\_\_\_\_

YEAR 2                      \_\_\_\_\_ 150 \_\_\_\_\_

YEAR 3                      \_\_\_\_\_ 150 \_\_\_\_\_

6.3 COST PER CHILD SERVED

YEAR 1                      \$ 79.98 \_\_\_\_\_

YEAR 2                      \$ 79.98 \_\_\_\_\_

YEAR 3                      \$ 79.98 \_\_\_\_\_

**CITY OF PHX – POLICE DEPT, 620 W WASHINGTON #422, PHOENIX, AZ 85003**

**ITEM DESCRIPTION**

**C.O. GREENFIELD SCHOOL, T.G. BARR SCHOOL, MAXINE O'BUSH SCHOOL AND CLOVIS CAMPBELL SCHL.**

6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)

YEAR 1                      \$ 12,000.00 \_\_\_\_\_

YEAR 2                      \$ 12,000.00 \_\_\_\_\_

YEAR 3                      \$ 12,000.00 \_\_\_\_\_

6.2 ESTIMATED NUMBER OF CHILDREN SERVED

YEAR 1                      \_\_\_\_\_ 150 \_\_\_\_\_

YEAR 2                      \_\_\_\_\_ 150 \_\_\_\_\_

YEAR 3                      \_\_\_\_\_ 150 \_\_\_\_\_

6.3 COST PER CHILD SERVED

YEAR 1                      \$ 80.00 \_\_\_\_\_

YEAR 2                      \$ 80.00 \_\_\_\_\_

YEAR 3                      \$ 80.00 \_\_\_\_\_

**CITY OF PHX – POLICE DEPT, 620 W WASHINGTON #422, PHOENIX, AZ 85003**

Terms:	NET 30
Federal Tax ID Number:	86-6000256
Telephone Number:	602/495-5423
Fax Number:	602/495-0819
Contact Person:	OFFICER ROBIN L. AKINS #5338
Vendor Number:	866000256 J
E-mail Address:	<a href="mailto:azwakeup@hotmail.com">azwakeup@hotmail.com</a>
Contract Period:	To cover the period ending November 30, 2003.

**MESA PUBLIC SCHOOLS-LINDBERGH ELEMENTARY, 930 S LAZONA, MESA, AZ 85204****S083205/B0601617 NIGP COMMODITY CODE 95295**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**ITEM DESCRIPTION**
**6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)**

YEAR 1                      \$ 17,871.00 \_\_\_\_\_

YEAR 2                      \$ 17,871.00 \_\_\_\_\_

YEAR 3                      \$ 17,871.00 \_\_\_\_\_

**6.2 ESTIMATED NUMBER OF CHILDREN SERVED**

YEAR 1                      350 \_\_\_\_\_

**\*Potential of 600 students plus families**

YEAR 2                      350 \_\_\_\_\_

YEAR 3                      350 \_\_\_\_\_

**6.3 COST PER CHILD SERVED**

YEAR 1                      \$ 51.06 \_\_\_\_\_

**\*Potential of \$29.79 per student  
With 600 students served**

YEAR 2                      \$ 51.06 \_\_\_\_\_

YEAR 3                      \$ 51.06 \_\_\_\_\_

Terms:    NET 30

Federal Tax ID Number:    86-6000481

Telephone Number:    480/472-6300

Fax Number:    480/472-6310

Contact Person:    GAYLE HOUSEHOLDER

Vendor Number:    866000481 D

Company Web Site:    [www.mpsaz.org/main2index.php3](http://www.mpsaz.org/main2index.php3)E-mail Address:    [BGALHouse@aol.com](mailto:BGALHouse@aol.com)

Contract Period:    To cover the period ending November 30, 2003.

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_\_ YES \_\_\_X\_\_\_ NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)

YEAR 3	<u>\$ 21,400.00</u>
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YEAR 3 40 + 1000 = 1040

**(CAST/CREW + AUDIENCE)**

YEAR 3	<u>\$ 20.58</u>
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Contract Period: To cover the period ending November 30, 2003.



**VISTA VERDE MIDDLE SCHOOL, 2826 E GROVERS, PHOENIX, AZ 85032****S083205/B0601617 NIGP COMMODITY CODE 95295**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**ITEM DESCRIPTION**

6.1 TOTAL YEARLY COST OF JUVENILE DELINQUENCY PREVENTION PROGRAM  
(NOT TO EXCEED \$25,000.00 PER YEAR)

YEAR 1	\$ 17,500.00
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YEAR 2	\$ 17,500.00
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YEAR 3	\$ 17,500.00
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6.2 ESTIMATED NUMBER OF CHILDREN SERVED

YEAR 1	1,500
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YEAR 2	1,500
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YEAR 3	1,500
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6.3 COST PER CHILD SERVED

YEAR 1	\$ 11.66
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YEAR 2	\$ 11.66
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YEAR 3	\$ 11.66
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Terms:	NET 30
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Federal Tax ID Number:	86-600513
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Telephone Number:	602/493-6013
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Fax Number:	602/493-7656
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Contact Person:	PAT SWEENEY / JENNY MCWILLIAMS
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Vendor Number:	866005162 B
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E-mail Address:	<a href="mailto:lpetrucci@pvusd.k12.az.us">lpetrucci@pvusd.k12.az.us</a>
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Contract Period:	To cover the period ending November 30, 2003.
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